

## **REMARKS**

In the second. Office Action, the Examiner rejected claims 40, 41, 43, 44, and 81-95 under 35 USC §102(b) as being anticipated by Ananda (US 5,495,411). The Examiner rejected claims 1-39, 42, and 45-80 under 35 USC §103(a) as being unpatentable over Ananda in view of Diersch et al (US 6,101,606).

Reconsideration and re-examination of the application considering the following remarks is respectfully requested.

### **Telephone Interview**

The courtesies extended by the Examiner during the telephone interviews during which the prior art reference to Ananda was discussed is acknowledged and appreciated.

### **Rejection Under 35 USC §102(b)**

The Examiner rejected claims 40, 41, 43, 44, and 81-95 as being anticipated by Ananda (US 5,495,411). Applicant respectfully disagrees and traverses the Examiner's rejection.

As discussed with the Examiner and described in greater detail below, Ananda '411 fails to disclose a number of features in Applicant's independent and dependent claims. One such feature not disclosed by Ananda is an authorized representative entity installed on or in at least one user device or a method that determines whether a user device is authorized without requiring contact with a remote authorized representative entity.

As claimed in claim 40, Applicant's invention requires determining whether an authorized representative entity is installed on or in at least on user device, and using that entity or installing an authorized representative entity if one is not currently available. Ananda '411 does not make any determination of whether an authorized representative entity is available, or whether or not to install an authorized representative entity. In addition, Ananda does not intercept a request to access the software and then make any type of determination with respect to whether an authorized representative entity is available. The steps performed for authentication as disclosed by Ananda are performed without regard to whether an authorized representative entity is available. Ananda discloses transferring the software with the rental security manager without regard to whether the software was previously transferred or installed on the user computer.

As per claim 42, there is no disclosure of intercepting a request to transfer software from a primary device to a secondary device. Ananda does not disclose any secondary devices.

As per claim 43, Ananda does not disclose intercepting a request to utilize the software as claimed. Rather, during execution of the application software, Ananda compares the authorization verification passwords to determine whether the user device is authorized and terminates the application program if not authorized.

As per claim 44, Ananda does not disclose any secondary device, or determining whether an authorized representative entity is installed on or in a secondary device as claimed. Rather, Ananda transfers the software to the user computer whether or not it has been previously transferred or otherwise installed on the user computer.

As claimed in claim 81, Applicant's invention requires obtaining registration information associated with at least one portable user device and transferring the software to a user computer. Ananda '411 does not disclose any portable user devices as claimed by Applicant and does not disclose determining whether a device is authorized using an authorized representative entity installed on or in the primary user device or a secondary user device. Rather, the only registration information obtained by Ananda is the password provided by the user during initial access to the central rental facility, which is not associated with any user device. As such, the authentication code disclosed by Ananda is not associated with at least one portable device as claimed. In addition, Ananda does not disclose controlling access to the software after transferring the software to a user computer to inhibit access by unauthorized portable user devices as claimed.

As per claim 83, the registration information disclosed by Ananda is provided by the user and therefore is not automatically obtained as claimed by Applicant. In addition, the registration information disclosed by Ananda is not hardware information and is not associated with a portable device as claimed.

As per claim 84, the registration information disclosed by Ananda is not associated with a group of portable devices as claimed.

As per claims 85-87, the authorization verification password disclosed by Ananda is based on the transfer time of the software, the password entered by the user, and the user computer processor clock time. There is no disclosure of providing an authentication code at least partially corresponding to a group of

portable devices, a secondary device manufacturer, or a specific type of secondary device as claimed by Applicant.

As per claim 90, Ananda does not disclose a portable user device and therefore does not disclose controlling access to the software using the portable user device.

As per claims 91-92, Ananda does not disclose any portable user devices. The steps of Ananda are performed without regard to whether the software has previously been transferred or installed on the user computer. As such, Ananda does not disclose determining if a portable user device includes an authorized representative entity and transferring the software to the portable user device only if the device includes an authorized representative entity as disclosed and claimed by Applicant.

As per claim 93-95, Ananda discloses terminating execution of the application software if the authorization verification passwords do not match. There is no disclosure of a portable device and no disclosure of modifying the software if the portable device is not authorized to access the software as claimed. In addition, there is no disclosure in Ananda of reducing quality of content contained in the software if the portable device is not authorized (claim 94), and no disclosure of rendering the software unusable on any portable device if the portable device is unauthorized (claim 95).

For the reasons above, Applicant's invention as claimed is not anticipated by Ananda '411 and Applicant respectfully requests the Examiner to reconsider and withdraw the rejection under 35 USC §102(b).

#### **Rejection Under 35 USC §103(a)**

The Examiner rejected claims 1-29, 42, and 45-80 as being unpatentable over Ananda (US 5,495,411) in view of Diersch et al. (US 6,101,606). Applicant respectfully disagrees and traverses the Examiner's rejection.

As described above, Ananda does not disclose an authorized representative entity installed on or in at least one user device as disclosed and claimed by Applicant. Likewise, Diersch et al. fails to disclose or suggest this feature. Rather, as described in Diersch et al. the authorization component is a module or licence box having a unique identification code and is separate and independent of any computer in the network. (See abstract, for example). As such, the proposed combination, even if proper, fails to teach or suggest this feature of Applicant's claimed invention.

As described in greater detail below, Applicant's invention as claimed in various dependent claims also includes features that are neither disclosed nor suggested by Ananda '411 or Diersch et al '606.

With respect to claim 1, in addition to not disclosing an authorized representative entity installed on or in at least one user device, Ananda does not disclose obtaining registration information corresponding to at least one authorized secondary device as disclosed and claimed by Applicant. The only registration information disclosed in Ananda is related to identification of the user, not an authorized secondary device. (Col. 8, ll. 7-22). Computer 150 disclosed by Ananda is a primary user device and not a secondary device as claimed. Note that claim 1 requires that the registration information correspond to an authorized secondary device and transferring the software to a primary user device. The method also requires determining whether a current secondary device (which may be the authorized secondary device identified in the previous step or another secondary device) is authorized. Ananda simply does not disclose or suggest anything that can be properly interpreted as anticipating or rendering obvious these steps of Applicant's claim. Likewise, Diersch et al. '606 fails to teach or disclose a primary device and secondary device as disclosed and claimed by Applicant. Rather, Diersch et al '606 discloses a number of primary devices, i.e. computers, on a network and does not teach or suggest intercepting a request to transfer software from a primary device to a secondary device as disclosed and claimed by Applicant.

With respect to claim 2 Ananda discloses that the software is an application program, but does not disclose that the data represents music, video, game, movie, graphics, watermarked works, a magazine, or a book as disclosed and claimed by Applicant. The lines referred to by the Examiner (col. 1, ll. 17-19) describe prior art databases where information such as news, weather, sports, etc. is not protected once it is downloaded, i.e. the user "transfers information to the user's PC, and [it] is further useable without being connected to the database of the centralized computer system." (Col. 1, ll. 21-25).

As per claim 3, the lines cited by the Examiner (col. 3, ll. 11-15, 21-28) describe the process of the user providing a password to the database computer of the remotely located Central Rental Facility. If the Examiner is interpreting this as the registration information, then the step of transferring the software is not performed before obtaining registration information, generating an authentication code, and associating the authentication code as claimed by Applicant.

Applicant's claim 8 states that obtaining registration information is performed by an authorized representative entity installed on or in the primary user device, not a remotely located authorized representative entity. As described above, Ananda discloses that registration information, such as a password entered by a user, is provided to the remotely located authorized representative entity, not a local representative entity installed on or in the user device. Applicant's claimed method provides the advantage of keeping registration information associated with one or more user devices local as described in Para. 10, for example.

As per claim 9, Ananda does not disclose any secondary user device, and therefore does not disclose an authorized representative entity installed on or in a current secondary user device as disclosed and claimed by Applicant..

As per claim 10, Ananda does not disclose an authorized representative entity installed on or in the primary device in addition to an authorized representative entity installed on or in the current secondary user device as claimed by Applicant.

As per claim 11, Ananda does not disclose a secondary user device and therefore does not disclose that the authorized representative entity is remotely located relative to the primary and secondary devices as claimed.

As per claim 12, Applicant's invention requires obtaining registration information corresponding to the primary user device and at least one secondary user device. Ananda does not disclose obtaining registration information associated with the user computer, only with the user. Ananda does not disclose any type of secondary device and therefore does not disclose obtaining registration information associated with the secondary device as disclosed and claimed by Applicant.

With respect to claims 13-14, Ananda does not disclose installing an authorized representative entity on or in at least one of the primary and secondary user devices. As described above, the only authorized representative entity disclosed by Ananda is located at the central rental facility. In addition, Ananda does not disclose any secondary devices.

As per claim 15, Ananda does not disclose any secondary device. Furthermore, Ananda transfers the software to the user computer without regard to whether the user computer is authorized or not authorized. Ananda requires the software transfer time to generate the authorization verification password. While Ananda may terminate the application software if the authorization verification passwords do not match, there is no disclosure of preventing transfer of the software to an unauthorized device as disclosed and claimed by Applicant.

As per claim 16, there is no disclosure in Ananda of modifying the software in any respect if the user device is unauthorized. Ananda only discloses terminating the application program if the authorization verification passwords do not match. As such, there is no disclosure of generating reduced quality software and transferring the reduced quality software to the current secondary device as disclosed and claimed by Applicant.

As per claim 17, the Examiner cites Col. 10, ll 4-15 as not only disclosing a secondary device, but that the secondary device is a digital audio player as disclosed and claimed by Applicant. However, the passage relied upon is directed to one function of the header software 320. There is simply no disclosure of a secondary device, or that the secondary device is a digital audio player as claimed.

As per claim 18, Ananda does not disclose any secondary devices, and therefore does not disclose that controlling access to the software is performed by the secondary device as claimed.

As per claim 20, there is no disclosure in Ananda of a secondary device and no disclosure of transferring software to an authorized secondary device with the authentication code. As described above, Ananda can not transfer the authentication code with the software because the authentication code disclosed by Ananda requires the software transfer time. As such, even if Ananda disclosed a secondary device, Ananda does not transfer the authentication code with the software as claimed.

As per claim 21, Ananda makes no determination as to the functionality of the authorized representative entity as claimed by Applicant. Furthermore, there is no disclosure of determining if there is an operable authorized representative entity on a current secondary device because Ananda does not disclose any secondary devices, and the only authorized representative entity is remotely located at the central rental facility.

As per claim 22, Ananda does not disclose any secondary device and does not disclose determining whether an authorized representative entity is available. As such, Ananda does not disclose installing the authorized representative entity on the secondary device if an operable authorized representative entity is not detected. To the contrary, Ananda transfers the software to the user computer without regard to whether the software has previously been transferred (See Col 18, ll. 50+).

As per claim 23, Ananda transfers the software to the user computer whether or not the computer is authorized. The authorization verification passwords that are

subsequently generated determine whether to terminate execution of the application program and use the transfer time from the central rental facility.

As per claim 24, Ananda does not disclose identification of any user device, only identification of the user. The only prompt disclosed by Ananda is when the user is prompted to enter a password to access the central rental facility. There is no disclosure of prompting the user to identify any user device, and no disclosure of prompting the user to identify a secondary device as claimed.

As per claim 25, the Examiner cites the same passage used in rejecting claim 24. However, claim 25 requires that the registration information is automatically obtained from the secondary device. Ananda does not disclose any secondary device and therefore does not disclose obtaining registration automatically from a secondary device as claimed.

As per claim 26, Ananda does not disclose any secondary device, nor an authorized representative entity installed on a primary device, and therefore does not disclose determining whether a current secondary device is authorized using an authorized representative entity installed on a primary user device connected to the secondary device as claimed.

As per claim 27, there is no disclosure of wireless communication between a primary and secondary device in Ananda.

As per claim 28, there is no disclosure of any secondary devices in Ananda. As such, there is no disclosure of the secondary device being a personal digital assistant as claimed.

As per claim 29, Ananda transfers the software to the user computer before determining whether the user computer is authorized. This is required because the authorization verification password in Ananda requires the transfer time from the central rental facility. As such, there is no disclosure of preventing transfer of at least a portion of the software to the current secondary device as claimed.

As per claim 30, there is no disclosure of a secondary user device and therefore no disclosure of preventing a secondary user device from utilizing the software as claimed.

As per claim 31, there is no explicit disclosure of different file types in Ananda. The only suggestion of a file type is relative to the application software, which is presumably an executable or .exe file type. However, there is certainly no disclosure of a second file type or controlling access to the software by a secondary device by providing a second file type as claimed by Applicant.

As per claim 32, there is no disclosure in Ananda of a secondary device, and clearly no disclosure of having the steps of obtaining, generating, and associated performed by the primary user device and the steps of determining and controlling performed by the current secondary device as claimed.

As per claims 34-36, there is no disclosure in Ananda of an identifier that triggers authentication, of disabling the means for generating the authentication code, of including the software on a computer readable storage medium as claimed by Applicant.

As per claims 37-38, Ananda discloses an authorization verification password that is based on the user password, the transfer time of the software, and the clock time of the local processor. There is no disclosure of an authentication code that at least partially corresponds to a particular type of secondary device, or a secondary device manufacturer. As previously stated, Ananda does not disclose any secondary devices and certainly not an authentication code corresponding to a particular type of secondary device, or a secondary device manufacturer as claimed.

As per claim 45, Ananda does not transfer software to a secondary device. Ananda transfers the software to the primary device before any determination of whether the device is authorized because Ananda uses the transfer time to generate the authorization verification passwords. As such, Ananda does not disclose transferring the software to a secondary device if the device is determined to be authorized as claimed.

As per claim 46, Ananda does not disclose a secondary device and therefore does not disclose a primary device that determines whether a secondary device is authorized.

As per claim 47, Ananda does not disclose a secondary device in addition to the primary device and authorized representative entity. As such, Ananda does not disclose using a remotely located authorized representative entity to determine whether a secondary device is authorized.

As per claim 48, Ananda does not associate an identifier with the software and detect the identifier to request authentication. Rather, the steps of Ananda are performed without regard to the presence or absence of any identifier. Ananda does not disclose any secondary device, or obtaining registration information associated with at least one secondary device. The only registration information disclosed in Ananda is the user password that is associated with the user and not the user



device. Likewise, there is no disclosure of controlling access to the software by a secondary device as claimed by Applicant.

As per claim 49, the only prompting of the user for information disclosed in Ananda is during the initial access to the central rental facility where the user is prompted to enter a password. The password identifies the user (if it has not been copied or otherwise compromised) and not a particular user device. Certainly, there is no disclosure of prompting the user to identify a secondary device as claimed.

As per claim 51, Ananda does not disclose registration information associated with any user device. As such, there is no disclosure of automatically obtaining hardware information from a secondary device as claimed by Applicant.

As per claims 52-53, there is no disclosure in Ananda of the authentication code at least partially corresponding to a secondary device manufacture or a specific type of secondary device. The authorization verification password disclosed by Ananda is based on the user identification password, the transfer time that the software is transferred from the central rental facility, and the local processor clock time of the user computer.

As per claim 54, Ananda specifically states that the authorization verification password is NOT communicated between the central rental facility and the user computer. In addition, the authorization verification password requires the transfer time of the software and therefore can NOT be embedded within the software as claimed by Applicant.

As per claim 55, Ananda does not disclose modifying the software based on the authentication code as claimed by Applicant.

As per claim 56, Ananda transfers the software to the user computer prior to determining whether the user computer is authorized. Because the authorization verification password requires the transfer time, Ananda can not prevent the software from being transferred to an unauthorized device as claimed. Furthermore, there is no disclosure in Ananda of secondary devices, such that Ananda does not disclose preventing the software from being transferred to an unauthorized secondary device as claimed.

As per claim 57, Ananda does not disclose any secondary devices and therefore does not disclose preventing secondary devices from utilizing the software as disclosed and claimed by Applicant.

As per claim 58, the authorization verification password of Ananda requires the transfer time of the software. As such, Ananda does not disclose generating an authentication code PRIOR to distribution of the software as claimed by Applicant.

As per claim 59, Ananda discloses transferring the software over a telephone network. There is no disclosure of software distribution on a computer readable storage medium as claimed.

As per claim 61, Ananda discloses a remotely located authorized representative entity that must be in continuous communication with the user computer. There is no disclosure of installing the authorized representative entity on the primary user device as claimed. Similarly, because Ananda does not disclose any secondary device, there is no disclosure of installing an authorized representative entity on the secondary device as claimed.

As per claim 62, there is no disclosure in Ananda of installing the authorized representative entity from a computer readable storage medium as claimed.

As per claim 63, there is no disclosure in Ananda of installing the authorized representative entity on a user device and therefore no disclosure of installing the authorized representative entity from a network.

As per claim 64, Ananda transfers the software to the user computer prior to any determination of whether the computer is authorized. As such, Ananda does not disclose preventing the software from being transferred to any device, and does not disclose transferring the software to an unauthorized secondary device as claimed.

As per claim 65, Ananda discloses a user password provided by the user during initial access to the central rental facility. However, there is no disclosure of automatically obtaining registration information associated with a primary user device and at least one secondary user device.

As per claim 66, Ananda does not disclose restricting access to the software by a secondary device and does not disclose automatically identifying a secondary device. As such, Ananda can not disclose restricting access to the software if registration information can not be automatically obtained as claimed by Applicant.

As per claim 67, Ananda discloses terminating access to the application software if the authorization verification passwords do not match. There is no disclosure of providing limited access to the software by a secondary device if the device can not be automatically identified by an authorized representative entity installed on the primary device as claimed.

As per claim 68, Ananda does not explicitly disclose any file types. The application software is presumably an executable file, such as an ".exe" file type. However, there is no disclosure of a specific file type for use with secondary devices (especially because Ananda does not disclose any secondary devices).

As per claim 69-71, Ananda does not disclose any secondary devices and certainly does not disclose a portable device such as a digital audio player or cellular telephone as claimed by Applicant.

As per claim 72, the type of authorized representative entity disclosed by Ananda is in the form of software. There is no disclosure of providing an authorized representative entity as a hardware device as disclosed and claimed by Applicant.

As per claims 73-74, Ananda does not disclose installing the authorized representative entity on the primary device as claimed. Rather, the authorized representative entity is remotely located at the central rental facility.

As per claim 75, Ananda does not disclose authentication of a secondary device. The authentication steps performed by Ananda with respect to the primary device (user computer) are performed without regard to whether an authorized representative entity is available.

As per claim 76, Ananda discloses that the primary device may terminate the program if the authorization verification passwords do not match. There is no disclosure of controlling access to the software using the secondary device.

As per claim 77, Ananda discloses that the rental security module terminates the application program when the authentication verification passwords do not match. There is no disclosure that the central rental facility (the remote authorized representative entity) controls the access to the software as claimed by Applicant.

As per claim 78, Ananda does not disclose modifying the software so it is unusable to control access to the software. The only access control disclosed by Ananda is terminating execution of the software, not modifying the software as disclosed and claimed by Applicant.

As per claim 79, Ananda discloses transferring the software over a telephone network. There is no disclosure of including the software on a computer readable storage medium as claimed.

## **Summary**

Applicant's method for securing software as disclosed and claimed in independent claims 1, 40, 48, and 81 includes a number of features that are neither disclosed nor suggested by the prior art relied upon by the Examiner. In addition, numerous features found in the dependent claims are not disclosed in either the primary reference to Ananda, or the secondary reference to Diersch et al.

Applicant has made a genuine effort to respond to the Examiner's rejections and advance prosecution of this application. Applicant believes that all substantive and formal requirements for patentability have been met and that this case is in condition for allowance, which action is respectfully requested.

No additional fee other than the extension of time fee of \$60 is believed to be due as a result of the filing of this paper. However, please charge any required fees or apply credits to **Deposit Account 50-2841**.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "David S. Bir", written over a horizontal line.

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